

COMMONWEALTH LAND TITLE
COMPANY

WHEN RECORDED MAIL TO:

CITY OF POMONA
REDEVELOPMENT AGENCY
BOX 660
505 SOUTH GAREY AVENUE
POMONA, CA., 91769
ATTN: DARRELL J. GEORGE
RE: SLC AD 280 & SA 5744

97 1793638

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

12:41 PM NOV 12 1997

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**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

(TITLE OF DOCUMENT)

APN: 8707-019-900 / 8707-018-901 / 8707-019-900

**Commonwealth**

LAND TITLE INSURANCE COMPANY

TITLE ORDER NO.: 1707340-20

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*Commonwealth***RECORDING REQUESTED BY:**

The City of Pomona
Redevelopment Agency
505 South Garey Avenue
Pomona, California 91769

WHEN RECORDED, MAIL TO:

California Environmental Protection Agency
Department of Toxic Substances Control
Office of Military Facilities
245 West Broadway, Suite 350
Long Beach, California 90802-4444
ATTENTION: Mr. John E. Scandura

**COVENANT
TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**
formerly known as
**Naval Industrial Reserve Ordnance Plant
1675 West Mission Boulevard
Pomona, California 91769**

This Covenant and Agreement ("Covenant") is effective as of the 6 day of November 1997 by and between the Redevelopment Agency of the City of Pomona (the "Covenantor"), which is the owner of record of certain property to be restricted herein, situated within the former Naval Industrial Reserve Ordnance Plant (NIROP) in the City of Pomona, County of Los Angeles, State of California and by the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC") (the "Covenantee"). A description and map of the "Restricted Property" is attached hereto as Exhibit A, and a legal description and parcel map of the former NIROP is attached hereto as Exhibit B; these exhibits are incorporated herein by this reference. The parties enter into this Covenant with reference to the following facts:

- A. The Restricted Property is located within the former Naval Industrial Reserve Ordnance Plant (NIROP) in Pomona, California which was conveyed by the United States Navy to

the State Lands Commission of the State of California, and then to the City of Pomona in November, 1997.

- B. The NIROP was located within 160 acres which contains approximately 45 buildings, located in property currently zoned for industrial use.
- C. The NIROP was historically operated by General Dynamics Missile Division from 1952 until the manufacturing activities were purchased by the Hughes Missile Systems Company in August 1992. The facility was closed in 1994 and returned to the U.S. Navy in 1995. Site activities included metal machining and finishing, plating, painting, photo-processing, chemical storage, wastewater treatment, and research and development.
- D. Remediation activities were conducted post-1988 following extensive site investigations. Prior to 1994, the State's Regional Water Quality Control Board (RWQCB) exercised regulatory oversight of these activities. In 1994, DTSC became the lead regulatory agency for oversight of remediation of contaminated soils. A map showing remediations conducted at the NIROP facility is attached hereto and included in Exhibit A.
- E. In 1995, 1996, and 1997, under DTSC oversight, U.S. Navy contractors conducted three removal actions at areas known as: 1) the Trenching Area of Department 62; 2) the Wastewater Treatment Plant; and 3) the Surface Process Area of Department 52. The removal actions included excavation and offsite disposal of 1,640 tons of contaminated soil from beneath approximately six buildings (Buildings 2, 4, 7, 27, 38/39, and 48) and the former salvage yard northeast of Building 2. Soils were contaminated with metals including: copper; chromium; hexavalent chromium; nickel; lead; and cadmium. Soils were also contaminated with volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) which included: ethylbenzene; styrene; toluene; 1, 1, 1-trichloroethane; m, p xylenes; o xylene; methylene chloride; and phenol. The three removal actions were conducted in accordance with the standards and procedures set forth in Chapter 6.8 (commencing with Section 25300) of the California Health and Safety Code (H & SC).
- F. All soil remediation activities conducted under the oversight of the RWQCB and/or DTSC successfully achieved the facility-specific cleanup goals, according to the Facility-Wide Screening Level Human Health and Ecological Risk Assessment which was completed in September, 1996. These goals included: 1) concentrations of total recoverable petroleum hydrocarbons (TRPH) or total petroleum hydrocarbons (TPH) to less than 100 parts per million (ppm) or 1000 ppm as appropriate; 2) concentrations of VOCs and SVOCs to less than analytical detection limits; and 3) concentrations of metals to less than the Preliminary Remediation Goals (PRGs) established by the United States Environmental Protection Agency (U.S. EPA), Region IX, specified as follows: a) copper to less than 2000 ppm (measured as milligram per kilogram); b) chromium to less than 80

ppm; c) hexavalent chromium to less than 5 ppm; d) nickel to less than 80 ppm; e) cadmium to less than 5800 ppm; and f) lead to less than 30 ppm. These levels designate residual risks characterized as protective of human health and the environment under industrial (i.e. non-residential) conditions.

- G. A portion of the subsurface soils may contain residual hazardous substances, for which subsequent human health risk assessments have shown an unacceptable health risk for residential land uses. These areas are described as follows:

Location

Contaminant(s)

Building 2

Machine Shop North	Arsenic (As), Chromium*(Cr)
Machine Shop South	As
Precision Machine Shop	Cr
Experimental Machine/Tool	Cr
Mechanical Assembly	Cr
Heat Treat Area	Cr
Dept. 52 (Chrome Line Area)	Cadmium (Cd), Cr ^{VI}
Dept. 62 (Sumps)	As, Cr ^{VI}

* Total Chromium assumed to be Chromium VI

Building 4

Old Machine Shop	As, Cd, Cr
Former Research and Development	
Lab and Sump	As
Structural Test Lab	As
Old Photo Shop	As, Cr
Former Quench Tank	As, Cr

Building 27, North Side

Hazardous Waste Storage	As, Cd, Cr, Phenol
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Building 48

Bulk Chemical Storage	Cr
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- H. Between 1992 and 1995, VOCs, SVOCs, and petroleum products were detected in samples from three groundwater monitoring wells in the vicinity of the former salvage yard, located northeast of Building 2. These included: benzene; toluene; ethylbenzene; xylene; carbon tetrachloride; chloroform; 1, 1-Dichloroethene; 1, 2-Dichloroethane; 1, 1, 2-Trichloroethane; Tetrachloroethene; Trichloroethane; Trichlorofluoromethane; Bis (2-ethylhexyl)phthalate; Total Removable Petroleum Hydrocarbons; Di-n-butylphthalate.

- I. Residual Contamination: Groundwater is located at an approximate depth of 150 feet, and continues to show trace contamination. The Regional Water Quality Control Board (RWQCB) has concluded that groundwater contamination at the NIROP facility is likely due to an offsite source, and is addressing this issue on a regional basis. The RWQCB approved the abandonment of the onsite monitoring wells in October, 1995. Migration of contaminated vapors to surface appears to be unlikely.
- J. Public water supply wells are located downgradient of the groundwater contamination, approximately 300 meters north and 0.78 miles northwest of the site. Drinking water for the NIROP facility is supplied by the City of Pomona.
- K. A subsequent human health risk assessment shows an unacceptable health risk if groundwater were to be used for drinking water purposes.
- L. Pursuant to California Civil Code section 1471 (c), DTSC has determined that this Covenant is reasonably necessary to protect present or future human health or safety to the environment as a result of potential exposure to residual hazardous substances.
- M. Covenantor desires and intends that the Restricted Property shall be used in such a manner as to protect the public health and safety and the environment and to avoid potential harm to persons or property which may result from exposure to hazardous waste and substances deposited on the Restricted Property.

ARTICLE I GENERAL PROVISIONS

- 1.01 Provisions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions, (collectively referred to as "Restrictions"), upon and subject to which the Restricted Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions: (a) shall run with the land, (b) shall inure to the benefit of and pass with each and every portion of the restricted Property, (c) shall apply to and bind the respective successors in interest thereof, (d) are for the benefit of, and shall be enforceable by, DTSC, and (e) are imposed upon the entire Restricted Property unless expressly stated as applicable to a specific portion of the Property. These restrictions are imposed pursuant to the California Health and Safety Code section 25222.1 and California Civil Code sections 1470 and 1471.
- 1.02 Concurrence of Owners Presumed. The Redevelopment Agency of the City of Pomona and all purchasers, lessees, or possessors of any portion of the Restricted Property shall be deemed by their purchase, leasing, or possession of such property, to be in accordance

with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors and assignees, that the Restrictions as herein established must be adhered to for the benefit of DTSC and of future Owners and Occupants as hereafter defined, and that their interest in the Restricted Property shall be subject to the Restrictions contained herein, pursuant to California Civil Code section 1471 (b).

- 1.03 Incorporation Into Deeds and Leases. Covenantor agrees and covenants that the Restrictions set out herein shall be incorporated by reference in each and every deed and lease to Occupants of any portion of the Property.

ARTICLE II DEFINITIONS

- 2.01 DTSC. "DTSC" shall mean the California State Department of Toxic Substances Control under the auspices of the California Environmental Protection Agency, and shall include its successor agencies, if any. The local address for DTSC is currently 245 W. Broadway, Suite 350, Long Beach, California, 90802-4444.
- 2.02 RWQCB. "RWQCB" shall mean the California State Regional Water Quality Control Board, Los Angeles Region, under the auspices of the California Environmental Protection Agency, and shall include its successor agencies, if any. The local address for the RWQCB is currently 101 Centre Plaza Drive, Monterey Park, California, 91754-2156.
- 2.03 NIROP Property. "NIROP Property" shall mean all real property and buildings located within the 160 acres of the former Naval Industrial Reserve Ordnance Plant (NIROP) in Pomona, California, and conveyed by transfer to the City of Pomona in 1997.
- 2.04 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.
- 2.05 Owners. "Owners" shall mean the Covenantor or its successors in interest, including heirs, and assigns, who hold title to all or any portion of the Property.
- 2.06 Excavation. "Excavation" shall mean the digging out and/or the removal of soil, including landscaping.

ARTICLE III
RESTRICTIONS ON USE AND CONVEYANCE OF THE PROPERTY

3.01 Restrictions on Use of Real Property. Covenantor promises to restrict the use of the real property bound by the footprint of Buildings 2, 4, and 48, and the real property bound between the northern wall of Building 27 and the southern wall of Building 32, together known as the Restricted Property as depicted in Exhibit "A", in order to protect the present and future public health and safety from potential harm to persons which may result from hazardous substances and materials which may exist on the Restricted Property. DTSC does not object to use of the Restricted Property for industrial, manufacturing, warehousing, office, commercial and related non-residential land uses.

- (a) Covenantor agrees not to use the Restricted Property for any of the following purposes:
 - (1) A residence (single or multiple family), including any mobile home or factory built housing, constructed or installed for use as permanently-occupied residential human habitation;
 - (2) A hospital for humans;
 - (3) A school for persons under 21 years of age;
 - (4) A day care center for children.
- (b) All other residential uses or modifications of uses are precluded on the Restricted Property unless the Owners or Occupants have demonstrated to the satisfaction of DTSC that remedial measures necessary for protection of human health and the environment have been taken, and that the Restricted Property no longer requires land use restrictions to protect human health and the environment. Such other residential uses and modifications can be implemented on the Restricted Property only after prior written approval from DTSC. Said approval shall not be unreasonably withheld or delayed.
- (c) DTSC shall be made aware of any proposed land use changes that deviate from the conditions set forth in subsection (a).
- (d) No excavation at and/or removal of any soil greater than four (4) feet below ground surface at the north side of Building 27, and greater than six (6) feet below ground surface at Buildings 2, 4, and 48, shall be allowed on the Restricted Property without the prior written approval of DTSC. Excavated soil must be tested for the hazardous substances noted in Paragraph G of this Covenant, and properly used, treated, and/or disposed of as required by law and by DTSC.

3.02 Restrictions on Use of Groundwater.

- (a) No groundwater production wells may be installed on the NIROP property for residential, municipal, agricultural, or industrial use. Monitoring and other test wells are not subject to this provision, including: borings for the purpose of testing wells, excavations for foundations, utilities or similar purposes; wells for monitoring the quality of groundwater; or borings to define geology. However, these wells shall be constructed and/or abandoned so as to prevent vertical mixing of the aquifers.
- (b) Covenantor promises to restrict the use of the groundwater underlying the NIROP property such that groundwater shall not be used for drinking water or any other uses without the express approval of the Los Angeles RWQCB and/or appropriate local agencies.

3.03 Restrictions on Conveyances.

- (a) Prior to lease or conveyance of all or a portion of the NIROP Property, the buyer, lessee, or operator shall be made aware of the potential hazards on the Restricted Property. All Owners and Occupants shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Restricted Property. The instrument shall contain the following statement:

"The land described herein contains hazardous substances. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and potential liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the California Health and Safety Code. This statement is not a declaration that a hazard exists".

- (b) The Owner(s) shall provide thirty (30) days advance notice to DTSC of any sale, lease, or other conveyance of the Restricted Property or an interest in the Restricted Property to a third person. DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Restricted Property except as otherwise provided by law, by administrative order, or by reason of this Covenant.

3.04 Right of Access. Covenantor agrees that all Owners and Occupants shall forever grant reasonable right of entry and access to the entity or persons responsible for site monitoring or for implementing an Operations and Maintenance or Risk Management Plan or any portion thereof, for the purpose of implementing such Plan on the Restricted Property.

ARTICLE IV ENFORCEMENT

- 4.01 Enforcement. Failure of the Owner to comply with any of the requirements set forth in paragraph 3.01 shall be grounds for DTSC and/or the RWQCB to require that the Owner modify or remove any improvements constructed in violation of the restrictions set forth in said paragraph. Violation of the Covenant shall be grounds for the DTSC and/or the RWQCB to take enforcement actions against the Owner as provided by law.

ARTICLE V VARIANCE AND TERMINATION

- 5.01 Variance. The Covenantor, or, with the Owner's consent, any Occupant of the Restricted Property or any portion thereof, may apply to DTSC for a written variance from the provisions of this Covenant. Such application shall be made in accordance with California H&SC, Section 25233 and/or other appropriate statutory authority then in effect.
- 5.02 Termination. Any Owner or, with the Owner's consent, an Occupant of the Restricted Property or a portion thereof, may apply to the Department for a termination of the Restrictions as they apply to all or any portion of the Restricted Property. Such application shall be made in accordance with H&SC section 25234 and/or other appropriate statutory authority then in effect.
- 5.03 Term. Unless terminated in accordance with paragraph 5.02 above, by law or other valid method, this Covenant shall continue in effect in perpetuity.

ARTICLE VI MISCELLANEOUS

- 6.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Restricted Property or any portion thereof to the general public or anyone else for any purposes whatsoever. In addition, nothing in this Covenant shall be deemed to constitute a covenant, encumbrance, or restriction on the use of any property other than the Restricted Property.
- 6.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being

served or official of a government agency being served, or 2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

**To: The City of Pomona
Redevelopment Agency
505 South Garey Avenue
Pomona, California 91769**

**Copy to: California Environmental Protection Agency
Department of Toxic Substances Control
Office of Military Facilities
ATTENTION: Mr. John Scandura
245 West Broadway, Suite 350
Long Beach, California 90802-4444**

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

- 6.03 Public Information. All information and documentation, as listed in **Exhibit C**, and any additional relevant future information, shall be stored and maintained at the DTSC Regional Office. Such information and documentation shall collectively be known as the "Repository". All stored information concerning this Restricted Property in the Repository is public record.
- 6.04 Partial Invalidity. If any portion of the Restrictions set forth herein or terms is determined to be invalid for any reason, the remaining portions shall remain in full force and effect as if such portion had not been included herein.
- 6.05 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.
- 6.06 Recordation. This instrument shall be executed by the Covenantor and by an authorized representative of DTSC. This instrument shall be recorded by the Covenantor in the County of Los Angeles within twenty (20) days of the Covenantor's receipt of a fully executed original instrument, pursuant to H&SC section 25220(d).
- 6.07 References. All references to California H&SC and California Civil Code sections include successor provisions.
- 6.08 Authority. Each signatory to this Covenant warrants that s/he is authorized to sign on behalf of the respective party and to bind that party to this Covenant.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

COVENANTOR: Redevelopment Agency of the
City of Pomona

By: Severo Esquivel

Title: Severo Esquivel
City Administrator

Date: Nov 6, 1997

COVENANTEE: Department of Toxic
Substances Control

By: [Signature]

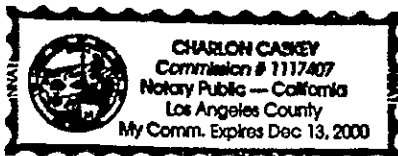
Title: Branch Chief, Office of Military Facilities
Calif. Dept. of Toxic Substances Control

Date: November 6, 1997

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On (date) 6 Nov., 1997 before me, the undersigned, a Notary Public in and for said state, personally appeared (Name) JOHN E. SCANDURA, ~~personally known to me~~ ~~as~~ proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as (Title) BRANCH CHIEF, of the Agency that executed the within instrument, and acknowledged to me that such agency executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

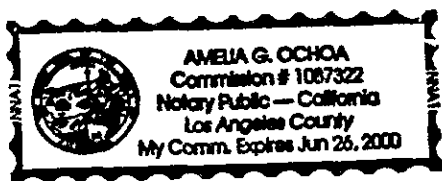


Charlon Caskey
Notary Public in and for said County and State

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On (date) November 6 , 1997 before me, the undersigned, a Notary Public in and for said state, personally appeared (Name) Severo Esquivel , personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the person who executed the within instrument as (Title) Executive Director , of the Agency that executed the within instrument, and acknowledged to me that such agency executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Amelia G. Ochoa
Notary Public in and for said County and State

EXHIBIT A

Description of Restricted Property**

I. Real Property bound by footprints of:

Parcel 1: Building 2

Machine Shop North
Machine Shop South
Precision Machine Shop
Experimental Machine/Tool
Mechanical Assembly
Heat Treat Area
Dept. 52 (Chrome Line Area)
Dept. 62 (Sumps)

Building 48 (Former Bulk Chemical Storage Area)

Parcel 2: Building 4

Old Machine Shop
Former Research and Development Lab and Sump
Structural Test Lab
Old Photo Shop
Former Quench Tank

II. Real Property bound between northern wall of Building 27 and southern wall of Building 32 (Navy Gage Warehouse; Hazardous Waste Storage Area)

III. Groundwater (Entire Site)

**See Map on following page showing NIROP Pomona Facility Remediations; hatchmarked areas designate areas with residual contamination.

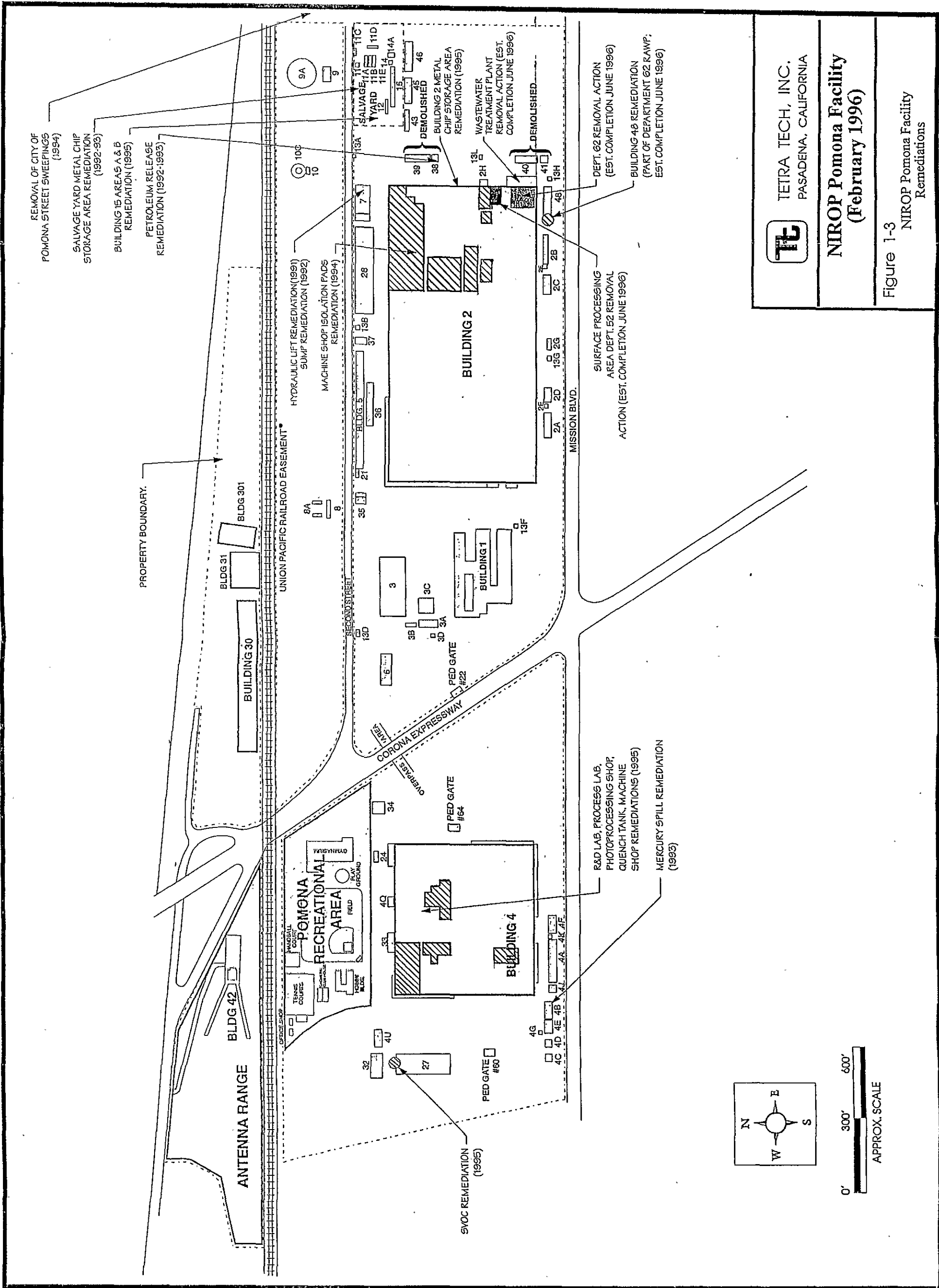


EXHIBIT B

Legal Description and Parcel Map
of former Naval Industrial Reserve Ordnance Plant (NIROP) - Pomona

See attached legal description and map on following pages.

EXHIBIT B



PARCEL 1

THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 81 DEGREES 29 MINUTES 33 SECONDS WEST 465.00 FEET, ALONG THE NORTH LINE OF SAID LOT 2, TO THE WEST LINE OF THE LAND CONVEYED TO SOUTHERN CALIFORNIA EDISON COMPANY, BY DEED RECORDED IN BOOK 10183 PAGE 223 OF OFFICIAL RECORDS AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 30 MINUTES 27 SECONDS EAST 241.76 FEET, MORE OR LESS, ALONG SAID WEST LINE, TO THE NORTH LINE OF SECOND STREET, 70 FEET WIDE, AS DESCRIBED BY DEED RECORDED IN BOOK 4623 PAGE 342 OF OFFICIAL RECORDS; THENCE SOUTH 81 DEGREES 29 MINUTES 33 SECONDS WEST 2131.71 FEET, MORE OR LESS, ALONG SAID NORTH LINE, TO THE EASTERLY LINE OF THE CORONA EXPRESSWAY (FORMERLY KNOWN AS ROAD VIIA 77-B) AS DESCRIBED IN BOOK 18009 PAGE 339 OF OFFICIAL RECORDS; THENCE NORTH 08 DEGREES 55 MINUTES 21 SECONDS WEST 20.00 FEET, ALONG SAID EASTERLY LINE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIAL BEARING OF SOUTH 08 DEGREES 55 MINUTES 21 SECONDS EAST AND HAVING A RADIUS OF 450.00; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59 DEGREES 56 MINUTES 19 SECONDS AN ARC DISTANCE OF 470.76 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 81 DEGREES 29 MINUTES 33 SECONDS EAST 2522.95 FEET, ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 14 DEGREES 06 MINUTES 26 SECONDS EAST 1247.14 FEET, MORE OR LESS, TO THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE ALSO BEING 80 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE SOUTH 81 DEGREES 27 MINUTES 15 SECONDS WEST 656.84 FEET, ALONG SAID NORTH LINE OF MISSION BOULEVARD TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 81 DEGREES 27 MINUTES 15 SECONDS WEST 1430.12 FEET, MORE OR LESS, TO A POINT AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 311 OF OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 18 MINUTES 48 SECONDS AN ARC DISTANCE OF 90.00 FEET, TO A NON TANGENT LINE HAVING A RADIAL BEARING OF NORTH 01 DEGREES 46 MINUTES 03 SECONDS EAST; THENCE NORTH 46 DEGREES 20 MINUTES 23 SECONDS WEST 1134.08 FEET, MORE OR LESS, ALONG SAID NON

PARCEL 1 (continued)

H. K. L.

TANGENT LINE TO A POINT ON A LINE AS DESCRIBED BY DEED RECORDED IN BOOK 18009 PAGE 339 OF OFFICIAL RECORDS; THENCE NORTH 78 DEGREES 49 MINUTES 47 SECONDS EAST 154.48 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE ABOVE DESCRIBED DEED; THENCE NORTH 08 DEGREES 55 MINUTES 21 SECONDS WEST 20.00 FEET, ALONG SAID EASTERLY LINE, TO THE SOUTH LINE OF SECOND STREET AS DESCRIBED BY DEED RECORDED JULY 17, 1926 IN BOOK 4623 PAGE 342 OF OFFICIAL RECORDS; THENCE NORTH 81 DEGREES 29 MINUTES 33 SECONDS EAST 2062.45 FEET, ALONG SAID SOUTH LINE OF SECOND STREET; THENCE SOUTH 53 DEGREES 31 MINUTES 36 SECONDS EAST 26.88 FEET; THENCE SOUTH 08 DEGREES 32 MINUTES 45 SECONDS EAST 889.94 FEET; THENCE SOUTH 36 DEGREES 27 MINUTES 15 SECONDS WEST 29.70 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF MISSION BOULEVARD DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 14 DEGREES 06 MINUTES 26 SECONDS EAST 1247.11 FEET, MORE OR LESS, ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE BEING 80 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 27 MINUTES 15 SECONDS WEST 2086.96 FEET, MORE OR LESS, TO A POINT AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 311 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTH 08 DEGREES 32 MINUTES 45 SECONDS EAST 30.00 FEET TO THE NORTH LINE OF THE 100 FOOT WIDE STATE HIGHWAY RIGHT OF WAY DESCRIBED IN DEED RECORDED IN BOOK 11545 PAGE 290 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE NORTH 81 DEGREES 27 MINUTES 15 SECONDS EAST 2089.89 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 14 DEGREES 06 MINUTES 26 SECONDS WEST 30.17 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL THAT IS FOR THE FUTURE WIDENING OF THE CORONA EXPRESSWAY.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 14 DEGREES 06 MINUTES 26 SECONDS EAST 1247.11 FEET, MORE OR LESS, TO THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE BEING 80 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE SOUTH 81 DEGREES 27 MINUTES 15 SECONDS WEST 2086.96 FEET, MORE OR LESS, ALONG SAID NORTH LINE OF MISSION BOULEVARD TO A POINT AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 311, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 18 MINUTES 48 SECONDS AN ARC DISTANCE OF 90.00 FEET, TO THE INTERSECTION WITH A NON TANGENT LINE, A RADIAL BEARING TO SAID NON TANGENT LINE BEARS NORTH 01 DEGREES 46 MINUTES 03 SECONDS EAST, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 20 MINUTES 23 SECONDS WEST 1134.08 FEET, MORE OR LESS, ALONG SAID NON TANGENT LINE TO A POINT ON A LINE AS DESCRIBED BY DEED

PARCEL 1 (continued)

K.K.L.

RECORDED IN BOOK 39907 PAGE 311 OF OFFICIAL RECORDS; THENCE SOUTH 78 DEGREES 49 MINUTES 47 SECONDS WEST 40.00 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE CORONA EXPRESSWAY (FORMERLY KNOWN AS ROAD VII-LA 77-B) AS DESCRIBED IN DEED RECORDED IN BOOK 18009 PAGE 339 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID EASTERLY LINE SOUTH 36 DEGREES 49 MINUTES 48 SECONDS EAST 373.60 FEET, TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3,736.08 FEET, HAVING A RADIAL BEARING OF NORTH 51 DEGREES 21 MINUTES 45 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 53 MINUTES 20 SECONDS AN ARC DISTANCE OF 449.20 FEET, TO A POINT OF A COMPOUND CURVE; A RADIAL TO SAID POINT BEARS SOUTH 44 DEGREES 28 MINUTES 25 SECONDS WEST; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42 DEGREES 42 MINUTES 22 SECONDS AND HAVING A RADIUS OF 500.00 FEET AN ARC DISTANCE OF 372.68 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL ALSO KNOWN AS SECOND STREET AS RECORDED IN BOOK 4623 PAGE 342 OF OFFICIAL RECORDS.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 14 DEGREES 06 MINUTES 26 SECONDS EAST 242.81 FEET, MORE OR LESS, ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF LOT 6 OF THE KESSLER, STANCHFIELD & CO'S SUBDIVISION OF THE NORTH 5 ACRES OF BLOCK 228, POMONA TRACT, RECORDED IN BOOK 24 PAGE 4 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SECOND STREET 70 FEET WIDE, AS DESCRIBED BY DEED RECORDED IN BOOK 4623 PAGE 342 OF OFFICIAL RECORDS AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 29 MINUTES 33 SECONDS WEST 2620.41 FEET, MORE OR LESS, ALONG SAID NORTH LINE, TO THE EASTERLY LINE OF THE CORONA EXPRESSWAY (FORMERLY KNOWN AS ROAD VII-LA 77-B) AS DESCRIBED IN BOOK 18009 PAGE 339 OF OFFICIAL RECORDS; THENCE SOUTH 08 DEGREES 55 MINUTES 21 SECONDS EAST 70.00 FEET, TO THE SOUTH LINE OF SAID SECOND STREET; THENCE NORTH 81 DEGREES 29 MINUTES 33 SECONDS EAST 2,626.78 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 14 DEGREES 06 MINUTES 26 SECONDS WEST 70.33 FEET MORE OR LESS, ALONG SAID EAST LINE TO THE NORTH LINE OF SECOND STREET AND THE TRUE POINT OF BEGINNING.

... PARCEL 1A

THAT PORTION OF LOT 2 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 81 DEGREES 29 MINUTES 33 SECONDS EAST 585.08 FEET, ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 14 DEGREES 39 MINUTES 20 SECONDS EAST, PARALLEL WITH THE EAST LINE OF LOT 3 IN SAID TRACT NO. 4581, 383.20 FEET, TO A POINT THAT IS 381.00 FEET MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 2, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 14 DEGREES 39 MINUTES 20 SECONDS EAST 868.18 FEET TO A POINT DESIGNATED AS POINT "A", ALSO

M.K.U.

PARCEL 1A (CONTINUED)

BEING THE NORTH LINE OF MISSION BOULEVARD AS DESCRIBED BY DEED RECORDED SEPTEMBER 23, 1952 IN BOOK 39907 PAGE 305 OF OFFICIAL RECORDS, SAID NORTH LINE ALSO BEING 80 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE NORTH 81 DEGREES 27 MINUTES 15 SECONDS EAST 1618.93 FEET ALONG SAID NORTH LINE OF MISSION BOULEVARD; THENCE NORTH 37 DEGREES 16 MINUTES 00 SECONDS WEST 510.00 FEET; THENCE NORTH 28 DEGREES 20 MINUTES 01 SECONDS WEST 441.16 FEET, MORE OR LESS, TO A POINT THAT IS 381.00 FEET MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 2; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, SOUTH 81 DEGREES 29 MINUTES 33 SECONDS WEST 1316.91 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF MISSION BOULEVARD DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE; THENCE NORTH 81 DEGREES 27 SECONDS 15 MINUTES EAST 1644.29 FEET ALONG SAID NORTH LINE OF MISSION BOULEVARD; THENCE SOUTH 08 DEGREES 32 MINUTES 45 SECONDS EAST 30.00 FEET, SAID POINT ALSO BEING 50 FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MISSION BOULEVARD; THENCE SOUTH 81 DEGREES 27 MINUTES 15 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF MISSION BOULEVARD AND DISTANT 30.00 FEET SOUTHERLY 1641.08 FEET MORE OR LESS; THENCE NORTH 14 DEGREES 39 MINUTES 20 SECONDS WEST 30.17 FEET TO POINT "A".

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL THAT IS FOR THE FUTURE WIDENING OF THE CORONA EXPRESSWAY:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 81 DEGREES 29 MINUTES 33 SECONDS EAST 1805.66 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID LOT 2, TO THE WESTERLY LINE OF THE CORONA EXPRESSWAY (FORMERLY KNOWN AS ROAD VII-LA 77-B) AS DESCRIBED IN BOOK 39907 PAGE 311 OF OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE SOUTH 36 DEGREES 44 MINUTES 48 SECONDS EAST 450.67 FEET; THENCE SOUTH 44 DEGREES 09 MINUTES 48 SECONDS EAST 369.57 FEET; THENCE SOUTH 38 DEGREES 38 MINUTES 15 SECONDS EAST 138.73 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 00 SECONDS EAST 393.60 FEET; THENCE SOUTH 08 DEGREES 32 MINUTES 45 SECONDS EAST 53.38 FEET; THENCE SOUTH 69 DEGREES 36 MINUTES 25 SECONDS WEST 132.83 FEET; TO THE NORTHERLY LINE OF MISSION BOULEVARD AS RECORDED IN BOOK 39907 PAGE 305 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 81 DEGREES 27 MINUTES 15 SECONDS WEST 25.36 FEET ALONG SAID NORTHERLY LINE OF MISSION BOULEVARD; THENCE NORTH 37 DEGREES 16 MINUTES 00 SECONDS WEST 510.00 FEET; THENCE NORTH 28 DEGREES 20 MINUTES 01 SECONDS WEST 846.17 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 2 OF SAID TRACT AND THE TRUE POINT OF BEGINNING.

PARCEL 3

THAT PORTION OF LOT 1 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 3 (CONTINUED)

H.H.U.

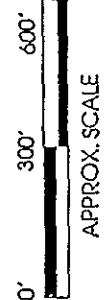
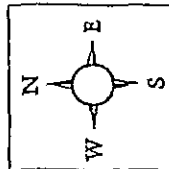
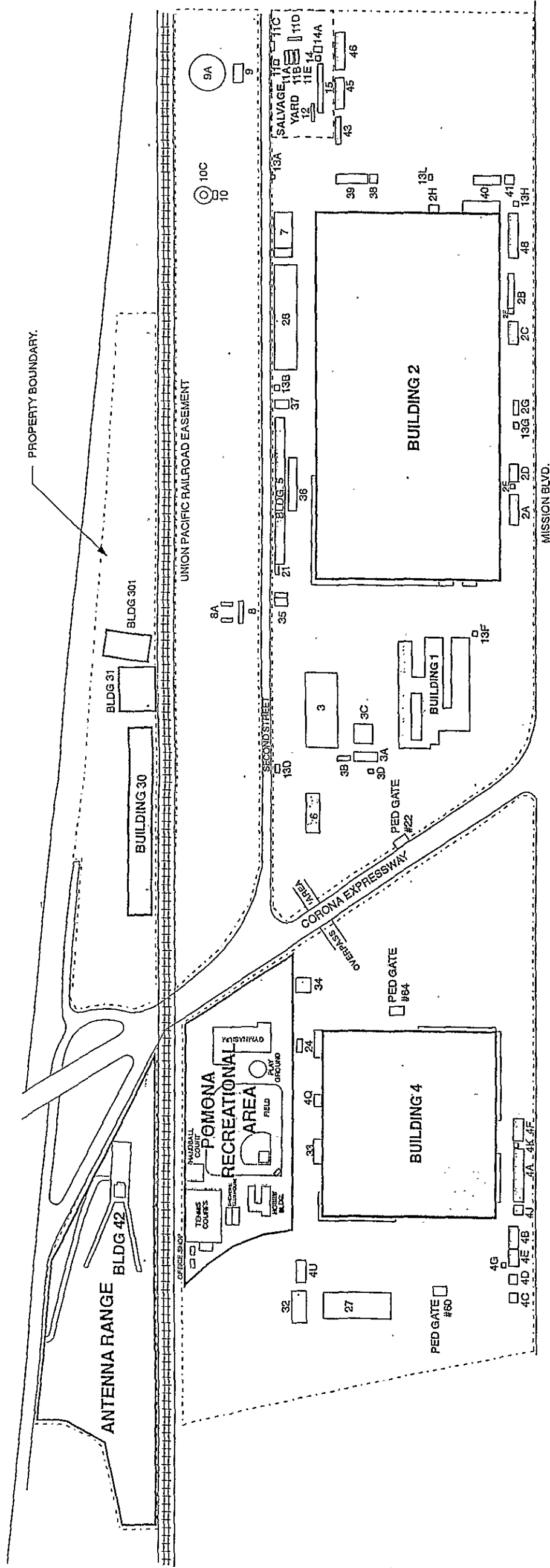
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 14 MINUTES 23 SECONDS EAST 810.16 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 1, TO THE WESTERLY LINE OF THE CORONA EXPRESSWAY (FORMERLY KNOWN AS ROAD VII-LA 77-B) AS DESCRIBED IN BOOK 18009 PAGE 339 OF OFFICIAL RECORDS; THENCE SOUTH 01 DEGREES 45 MINUTES 37 SECONDS EAST 70.00 FEET, ALONG SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 00 MINUTES 00 SECONDS EAST 462.00 FEET; THENCE SOUTH 70 DEGREES 38 MINUTES 27 SECONDS EAST 159.90 FEET; THENCE SOUTH 67 DEGREES 20 MINUTES 00 SECONDS EAST 459.08 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 81 DEGREES 29 MINUTES 33 SECONDS WEST 1542.76 FEET, TO THE EAST LINE OF THE LAND DESCRIBED AS PARCEL 1 IN BOOK D4245 PAGE 650 OF OFFICIAL RECORDS; THENCE NORTHERLY ALONG SAID EASTERLY LINE NORTH 07 DEGREES 41 MINUTES 06 SECONDS WEST 87.23 FEET; THENCE NORTH 66 DEGREES 40 MINUTES 54 SECONDS EAST 110.97 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75 DEGREES 34 MINUTES 39 SECONDS AN ARC DISTANCE OF 230.84 FEET; THENCE ON A TANGENT LINE NORTH 08 DEGREES 53 MINUTES 45 SECONDS WEST 144.70 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97 DEGREES 08 MINUTES 08 SECONDS AN ARC DISTANCE OF 33.91 FEET; THENCE ON A RADIAL LINE NORTH 01 DEGREES 45 MINUTES 37 SECONDS WEST 5.00 FEET, TO A POINT IN THE SOUTH LINE OF POMONA BOULEVARD (FORMERLY KNOWN AS SECOND STREET) AS RECORDED IN BOOK 4623 PAGE 343 OF OFFICIAL RECORDS; THENCE NORTH 88 DEGREES 14 MINUTES 23 SECONDS EAST 300.73 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 3A

THAT PORTION OF LOT 1 OF TRACT NO. 4581, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 1, THENCE SOUTH 81 DEGREES 29 MINUTES 33 SECONDS WEST 3006.46 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 1, TO THE EASTERLY LINE OF THE CORONA EXPRESSWAY (FORMERLY KNOWN AS ROAD VII-LA 77-B) AS DESCRIBED IN BOOK 18009 PAGE 339 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE NORTH 38 DEGREES 38 MINUTES 27 SECONDS WEST 34.95 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 133.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 05 MINUTES 27 SECONDS AN ARC DISTANCE OF 111.63 FEET, TO THE BEGINNING OF A REVERSE CURVE A RADIAL THROUGH SAID POINT BEARS NORTH 80 DEGREES 33 MINUTES 00 SECONDS WEST, CONCAVE WESTERLY AND HAVING A RADIUS OF 227.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61 DEGREES 50 MINUTES 45 SECONDS AN ARC DISTANCE OF 245.03 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY ALONG SAID NORTH LINE, NORTH 88 DEGREES 14 MINUTES 23 SECONDS EAST 3109.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS ALSO KNOWN AS PARCEL 2 OF RECORD OF SURVEY R. S. 68-36.



TETRA TECH, INC.
PASADENA, CALIFORNIA

NIROP Pomona Facility (February 1996)

Figure 1-2
Naval Industrial Reserve Ordinance
Plan (NIROP) Pomona Facility

EXHIBIT C

(Listing of Information and Documentation to be stored in Public Repository)

1. March 1977 - TC-0556-07 Revision 6 - "NIROP Site Investigation and Remediation Summary Report"; prepared for Hughes Missile Systems Company, Pomona, CA and Tuscon, AZ; prepared by Tetra Tech, Inc. of Pasadena, CA.
2. September, 1996 - "Facility-Wide Screening Level Human Health and Ecological Risk Assessment"; prepared for Hughes Missile Systems Company, Pomona, CA and Tuscon, AZ; prepared by Tetra Tech, Inc. of Lafayette, CA.
3. October, 1996 - "Site Closure Report for Wastewater Treatment Plant Area; Excavation and Disposal of Metal Contaminated Soil and Excavation and Off-Site Treatment of VOC and SVOC Contaminated Soil For Naval Industrial Reserve Ordnance Plant (NIROP), Pomona, California"; prepared by Tetra Tech, Inc. of Pasadena, CA.
4. November, 1996 - "Site Closure Report - Excavation and Disposal of Chromium-Contaminated Soil; Surface Process Area, Department 52, Pomona Facility, Hughes Missile Systems Company, Pomona, California"; prepared for Naval Industrial Reserve Ordnance Plant (NIROP) operated by Hughes Missile Systems Company, Pomona, CA; prepared by Tetra Tech, Inc. of Pasadena, CA. See also revised pages dated February 26, 1997.
5. December, 1996 - "Site Closure Report - Excavation and Disposal of Metal Contaminated Soil and Excavation and Off-Site Treatment of VOC and SVOC Contaminated Soil for Trenching Area, Department 62, Pomona Facility"; prepared for Naval Industrial Reserve Ordnance Plant (NIROP) operated by Hughes Missile Systems Company, Pomona, CA; prepared by Tetra Tech, Inc. of Pasadena, CA. See also revised pages dated February 27, 1997.